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Attorneys for Defendants
COSTCO WHOLESALE CORPORATION

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LINDA CHAPIN, an individual;

CASE NO.: 2:23-cv-01358-ART-VCF

Plaintiffs,

vs.

COSTCO WHOLESALE CORPORATION, a
Delaware corporation; DOE INDIVIDUAL
RETAIL STORE OWNER, I through X,
inclusive; ROE ENTITY RETAIL STORE
OWNER, I through X, inclusive; DOE
INDIVIDUAL MAINTENANCE
CONTRACTORS, I through X, inclusive;
ROE ENTITY MAINTENANCE
CONTRACTORS, I through X, inclusive;
DOES INDIVIDUAL I through X, inclusive;
and ROE CORPORATIONS I through X
inclusive,

Defendants.

**STIPULATION AND ORDER TO SUBMIT CASE TO MEDIATION AND
STAY DISCOVERY PENDING COMPLETION
(LR II 16-5- First Request)**

Pursuant to Local Rule of Practice for the United States District Court, District of Nevada

(“LR”) II 16-5, Plaintiff, LINDA CHAPIN (hereinafter referred to as “Ms. Chapin” or “Plaintiff”), by and through counsel, G. Dallas Horton, Esq. and David Thomas, Esq. of G. Dallas Horton & Associates, and Defendant, COSTCO WHOLESALE CORPORATION (hereinafter referred to as “Costco”) by and through counsel, Edgar Carranza, Esq. and Ashley E. Walters, Esq. of MESSNER REEVES, LLP, hereby stipulate to submit this case to settlement conference/mediation as a method of dispute resolution and stay all discovery activities and deadlines pending completion of the same (First Request to Stay) as follows:

WHEREAS, the Parties wish to submit this matter to a settlement conference/mediation in an effort to explore a potential early resolution as contemplated by LR II 16-5;

WHEREAS, the Parties wish to avoid incurring the significant effort and expense that moving forward with formal discovery would require pending completion of the settlement conference/mediation; and

WHEREAS, the Parties agree that good cause exists for the entry of the foregoing Stipulation and Order.

THEREFORE, the Parties hereby stipulate and agreed as follows:

1. Plaintiffs filed her Complaint on June 13, 2023, in the Eighth Judicial District Court for Clark County, Nevada.
2. On July 31, 2023, Costco filed its Answer.
3. On August 1, 2023, Plaintiff filed a Request for Exemption from Arbitration, in which she detailed her claimed damages.
4. On August 31, 2023, Costco filed its Notice of Removal of this action to this Court for complete diversity jurisdiction pursuant to 28 U.S.C. 1332, 1441 and 1446 [Doc No. 1].

1 5. On September 18, 2023, this Court entered the Joint Discovery Plan and Scheduling
2 Order [Doc. No. 9]. As a result, the parties embarked on discovery.

3 6. Both parties have served initial disclosures and a first wave of written discovery
4 requests.

5 7. After completing some initial discovery and after some discussions about the merits
6 of the case, damages incurred, the discovery that would be required to continue to litigate the case,
7 the experts that are anticipated and the potential for an early resolution, the Parties have agreed and
8 hereby stipulate that this case would benefit from more formal efforts to explore a potential
9 resolution. In an effort to do so without incurring significant effort and expense that would be
10 required by formal discovery, the Parties have agreed and hereby stipulate to submit this case to a
11 settlement conference/mediation as contemplated by LR II 16-5, upon this Court's endorsement of
12 this stipulation.
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15 8. The Parties further agree and stipulate to stay all discovery, including the
16 outstanding written discovery, interrogatories and responses to requests for production, to allow for
17 completion of the settlement conference/mediation.
18

19 9. The Parties further agree that the settlement conference/mediation shall be convened
20 before a neutral mutually agreed upon based on the neutral's and parties' availability.

21 10. The Parties further hereby stipulate and agree that all formal discovery efforts and all
22 deadlines pursuant to the court rules and the applicable the scheduling order shall be stayed pending
23 the completion of the settlement conference/mediation. If the matter is not resolved by these
24 efforts, the Parties will advise this Court via a status report or other filing this Court deems
25 appropriate and seek to re-set the deadlines, agree to new dates for the pending depositions and
26 other requirements.
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28

11. The Parties further request a hearing before this Court so that the Court and the Parties can determine the most efficient manner to proceed if the Court deems it necessary.

DATED this 12th day of December, 2023.

DATED this 12th day of December, 2023.

MESSNER REEVES, LLP


G. Dallas Horton & Associates

By: /s/ Edgar Carranza
Edgar Carranza, Esq.
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Ashley E. Walters, Esq.
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By: /s/ David Thomas
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4435 S. Eastern Ave.
Las Vegas, Nevada 89119
Attorneys for Plaintiff
LINDA CHAPIN

IT IS SO ORDERED ...

DATED this 12th day of December, 2023.



United States ~~District Court~~ Judge
Magistrate

Patti Sherretts

From: David Thomas <DThomas@Gdallashorton.com>
Sent: Tuesday, December 12, 2023 1:45 PM
To: Edgar Carranza
Cc: Ashley E. Walters; Patti Sherretts; Vikki Weyandt
Subject: RE: Costco adv. Chapin....

[EXTERNAL EMAIL]

Thanks Edgar and Ashley,

It looks good. You can use my signature. We have had better success with mediations as opposed to settlement conferences. If you agree, do you have a list of mediators you would agree to?

David L. Thomas, Esq.
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From: Edgar Carranza <ECarranza@messner.com>
Sent: Tuesday, December 12, 2023 12:18 PM
To: David Thomas <DThomas@Gdallashorton.com>
Cc: Ashley E. Walters <AWalters@messner.com>; Patti Sherretts <PSherretts@messner.com>
Subject: Costco adv. Chapin....

Dave:

I talked to Ashley about where we are on the scheduling order and possible stipulation to extend the deadlines. After some discussion, we thought that rather than simply stipulate to extend the deadlines, it might be better to stipulate to stay the entire proceedings (including the upcoming deadlines) in an effort to explore settlement. If the parties can't resolve the case, we'd go back to the Court and ask for a new scheduling order.

Please review the proposed stipulation and let me know your thoughts. Thank you.